

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cochran Corporation		03/19/2007	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Chemtura Corporation		
Street Address:	Benson Road		
City:	Middlebury		
State/Country:	CONNECTICUT		
Postal Code:	06749		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0873293	OFF-SHOOT-T	
CORRESPONDENCE DATA			
Fax Number:	(203)573-4430		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	alaine.doolan@chemtura.com		
Correspondent Name:	Alaine Doolan		
Address Line 1:	Benson Road		
Address Line 4:	Middlebury, CONNECTICUT 06749		
ATTORNEY DOCKET NUMBER:	OFF-SHOOT-T		
NAME OF SUBMITTER:	Alaine Doolan		
Signature:	/Alaine Doolan/		
Date:	03/19/2007		
Total Attachments: 2			

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TRADEMARK  
REEL: 003502 FRAME: 0796



## **DEED OF TRADEMARK ASSIGNMENT**

This Deed of Trademark Assignment (this "Agreement"), dated as of March 19, 2007 (the "Effective Date"), is from **COCHRAN CORPORATION**, a corporation organized and existing under the laws of the State of Tennessee, with its principal office at 2227 Deadrick Avenue, Memphis, TN 38114 ("Assignor") to **CHEMTURA CORPORATION**, a corporation organized and existing under the laws of the State of Delaware, with its principal office at Benson Road, Middlebury, CT 06749 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to United States Trademark Registration No. 873,293 for the mark **OFF-SHOOT-T** and Canadian Trademark Registration No. TMA187,988 for the mark **DELETE** (collectively referred to as the "Trademarks"); and

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks, and the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademark; and

**WHEREAS**, pursuant to a License Agreement dated as of April 1, 2006 by and among the Assignor and Assignee, Assignor has agreed to assign to the Assignee and the Assignee has agreed to acquire from Assignor certain assets including the Trademarks effective as of the date of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration as more particularly set forth below, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns, all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.

3. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

4. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this

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Agreement shall be governed by the internal law, not the law of conflicts, of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Deed of Trademark Assignment as of the Effective Date.

COCHRAN CORPORATION

By: Brandon Shelley  
Name: BRANDON SHELLEY  
Title: SECRETARY

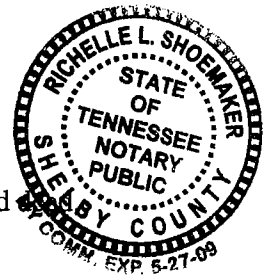
CHEMTURA CORPORATION

By: Barry Chainman  
Name: BARRY CHAINMAN  
Title: Vice President and Secretary

STATE OF Tennessee )  
COUNTY OF Shelby )

:ss \_\_\_\_\_

The foregoing instrument was acknowledged before me this 12th day of March, 2007, by Brandon Shelley of Cochran Corporation as his act and deed and the free act and deed of said corporation.



Michelle L. Shoemaker  
Notary Public  
My commission expires:

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN )

:ss Middlebury

The foregoing instrument was acknowledged before me this 19th day of March, 2007, by Barry Chainman of Chemtura Corporation as his act and deed, and the free act and deed of said corporation.

Alaine C. Doolan  
Notary Public  
My commission expires: May 31, 2011